

LIMITED EASEMENT AGREEMENT

This limited easement agreement (the "agreement") is entered into this ____ day of _____, 20____, by and between NORTHWOODS CONDOMINIUM ASSOCIATION, a Colorado non-profit corporation ("NCA"), whose address is 600 Vail Valley Drive, Vail Colorado, and _____ ("Owner"), who is the record owner of Condominium Unit ____ in the NCA community.

Recitals

- A. NCA is the common interest community association organized under the terms of a Condominium Declaration recorded in the records of Eagle County, State of Colorado on December 23, 1975 in Book 243 at Page 810 (the "Declaration").
- B. The Owner holds record title to the Condominium Unit (the "Unit") designated above and wishes to utilize a portion of the NCA land adjacent to the Unit in order to construct patio and other outdoor improvements.
- C. The NCA land which Owner seeks to utilize is a part of the general common elements for the NCA community as described and defined under the terms of the Declaration.
- D. The Declaration and the governing documents for NCA, as well as the provisions of the Colorado Common Interest Ownership Act ("CIOA"), provide sufficient authority to permit NCA to grant limited easements upon its general common elements for the purpose of constructing improvements. However, such limited easements can only be granted in circumstances where NCA can be assured that the relevant improvements will not damage any physical structures, will not interfere with utility or other systems serving the NCA community, and will not intrude upon the rights of any other NCA condominium unit owner.
- E. In order to assure that the Owner will construct or place any improvements upon the general common elements in a manner that protects NCA and the other owners, the NCA Board of Directors requires the Owner to discuss any proposed improvements with the NCA managers and to obtain the preliminary approval of the NCA Architectural Review Committee (ARC). The Owner must also execute this limited easement agreement. This executed agreement must be delivered to the NCA managers. The final plans for the proposed improvements must be approved by the ARC before any construction may be commenced upon the general common elements.

ACCORDINGLY, the parties, in consideration of the mutual covenants to be performed hereunder, agree as follows:

1. Grant of Limited Easement. NCA grants to Owner a limited and nonexclusive easement (the "Easement") over and upon the portions of the general common elements within the NCA community which are adjacent to Owner's condominium unit and are more fully depicted in the drawing attached hereto as Exhibit A. The Easement is granted to the Owner for the purpose of allowing the Owner to construct certain improvements upon the Easement which are described in Exhibit B to this agreement and which have been specifically approved by the ARC. For purposes of this agreement, "improvements" shall be defined to include any structural or decorative elements constructed or placed upon the Easement area or the introduction of landscaping or any variety of planting or gardening enhancements within the Easement area. The Easement shall be nonexclusive in all respects, and NCA specifically reserves the right to use all or any portion of the Easement at any time for the purpose of constructing other improvements, maintaining or repairing any structure or system within the NCA community, allowing vehicular or other access for such purposes, and for the general use and access by other NCA owners in accordance with the governing documents of NCA.

2. Construction and Maintenance. The Owner shall have the sole responsibility and expense of completing the construction of the permitted improvements upon the Easement. The Owner shall also have the sole responsibility and expense of maintaining and repairing such improvements and keeping the area within the Easement in a desirable and well-kept condition. The Owner shall not cause or engage in any construction, repair or maintenance work within the Easement that results in annoyance to other owners or their guests or in any way interferes with the rights of NCA and other condominium unit owners within the NCA community. No construction, other than routine repairs or maintenance, may be conducted upon the Easement by the Owner without 30 days' prior notice to the NCA managers and the receipt by the Owner of written permission to commence such work.

3. Expenses and Fees.

3.1 In addition to paying all expenses and fees in connection with the construction of any permitted improvements upon the Easement as well as all expenses and fees in connection with the maintenance and repair of the Easement area, the Owner shall be responsible for any attorney fees or other costs incurred by NCA in connection with the negotiations for and the granting of this Easement.

3.2 The Owner shall be responsible for paying any expenses and costs of restoring the Easement to its former condition and replacing any improvements upon the Easement in the event NCA is required to disturb the Easement in order to perform required maintenance, repair or reconstruction of the general common elements.

4. Use of Easement. The Owner agrees to use the Easement area only in a manner which is consistent with the permitted improvements thereon. In addition, the Owner may not use the Easement area in any fashion that would disturb the quiet enjoyment of the surrounding premises by other owners and their guests. The Owner further agrees to abide by any present or future rules adopted by NCA which may regulate or restrict the use of the Easement.

5. Liability and Insurance. The Owner shall be liable for any personal injuries or damages sustained by any NCA condominium unit owners or their guests and invitees which arise out of, or which are related to, the use of the Easement under the terms of this agreement or the construction of improvements by the Owner within the Easement area. The Owner agrees to indemnify and hold NCA harmless against any loss, damage, claim or action which may be attributable to or arise out of the use of the Easement by the Owner or any guests or invitees of the Owner or the construction or maintenance of improvements by the Owner within the Easement area. The Owner also agrees to insure against such potential loss and liability to the extent that it is reasonably practical for the Owner to obtain such insurance coverage.

6. Utilities. NCA reserves the right to grant easements or licenses to any utility company or governmental entity to use the Easement area for the purpose of providing utility or governmental services to the NCA community.

7. Term. The Easement granted by this agreement shall be effective for a term of ten years commencing from the date of this agreement. The Owner may request a renewal of this agreement for an additional ten year term, and this request shall not be unreasonably rejected by NCA.

8. Subsequent Owners. The Easement during the term granted in this agreement shall be appurtenant to the Owner's condominium unit and shall be considered to have been transferred and assigned with any conveyance or transfer of the condominium unit. The Easement may not be assigned, transferred or conveyed separately from the appurtenant condominium unit. NCA may require any subsequent owner or owners of the appurtenant condominium unit, as a condition precedent to the use of the Easement, to execute an agreement similar to this agreement in which the subsequent owner or owners agree to be bound by the terms, conditions and provisions of this agreement and stating an address to which notices hereunder shall be sent.

9. Assignment. This agreement may not be assigned by the Owner except in the case of the transfer or conveyance of the appurtenant condominium unit. This agreement may be assigned by NCA without the consent of the Owner. In the event of any permitted assignment, notice shall be provided to the other party in accordance with Section 10 below. Any permitted assignment shall be binding upon the heirs, representatives, successors and assigns of the parties.

10. Notices. Any notice required or permitted in this agreement shall be deemed delivered when deposited in the form of certified or registered mail in the United States Postal Service, postage prepaid, addressed to the party intended at the address set forth below or to such other address as may be furnished from time to time by notice hereunder.

To NCA: Northwoods Condominium Association
600 Vail Valley Drive
Vail, CO 81657

To _____

11. Amendment. This agreement shall be amended at any time during the term hereof in any circumstances where the nature or boundaries of the Easement are changed by agreement of the parties. This agreement may otherwise be amended in writing executed by all of the parties.

12. Subordination. The Easement granted by this agreement shall be subordinate to any present or future lien or encumbrance against the real property which is subject to the Easement. Upon request in writing, the Owner shall promptly execute and deliver a subordination certificate or agreement which provides further evidence of such subordination.

13. Governing Law. This agreement shall be governed by and construed under the laws of the State of Colorado.

14. Essence of Time. Time shall be the essence of the performance of all terms and conditions of this agreement.

Executed as of the date first set forth above.

Northwoods Condominium Association, Inc.,
a Colorado non-profit corporation

By: _____

Title: _____

